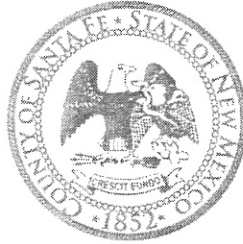


**Henry P. Roybal**  
*Commissioner, District 1*

**Anna Hansen**  
*Commissioner, District 2*

**Rudy N. Garcia**  
*Commissioner, District 3*



**Anna T. Hamilton**  
*Commissioner, District 4*

**Ed Moreno**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## MEMORANDUM

**DATE:** *February 28, 2019*

**TO:** *Board of County Commissioners*

**FROM:** *Bill Taylor, Procurement Manager* <sup>BT</sup>

**Via:** *Katherine Miller, County Manager*  
*Rachel O'Connor, Community Services Department Director*  
*Erika D. Thomas, Interim Finance Director*

### ITEM AND ISSUE: BCC Meeting March 12, 2019

Approval of Amendment No. 4 to the Professional Service Agreement No. 2015-0188-CSD/MM Between Santa Fe County and Presbyterian Medical Services, Extending the Term of the Agreement an Additional Year and Increasing the Compensation an Additional \$425,000.00, Inclusive of NM GRT for a Total Agreement Amount of \$2,025,000.00, For The Operation of the Mobile Crisis Response Team, Granting the County Manager Authorization to Sign the Purchase Order. (*Bill Taylor, Purchasing Division/ Alex Dominguez, CSD, Behavioral Health Administrative Program Manager*)

### ISSUE

Approval is requested for Amendment No. 4 to the Professional Service Agreement No. 2015-0188-CSD/MM between Santa Fe County and Presbyterian Medical Services for the operation of the Mobile Crisis Response Team, to extend the term, establish a commencement term of April 1, 2019 thru April 1, 2020, amend the scope of work and deliverables for a total amended contract amount of \$425,000.00, inclusive of NMGR. The total contract sum will be \$2,025,000.00, which requires the Board of County Commissioner's approval.

### BACKGROUND

The Mobile Crisis Response Team is a significant project undertaken by the Community Services Department in furtherance of the *Santa Fe County Health Action Plan's* priority to reduce suicides, along with other behavioral health priorities of reducing alcohol abuse and drug abuse. The Mobile Crisis Response Team is dedicated to assisting first responders with people in behavioral health crisis and providing follow-up case management to connect them with appropriate resources.

Santa Fe County and Presbyterian Medical Services entered into Professional Service Agreement No. 2015-0188-CSD/MM to provide a Mobile Crisis Response Team, for a term beginning April 28, 2015 and ending April 28, 2016, for \$350,000, with the provision that the agreement may be extended for three additional years. Amendment No. 1 to the Professional Service Agreement extended the term to April 28, 2017 and increased compensation by \$350,000.00. Amendment No. 2 amended the Agreement by establishing a commencement date of the term to April 1, 2017 thru April 1, 2018 and increasing by \$450,000.00. Amendment No. 3 increased the compensation and additional \$450,000 and extended the term through April 1, 2019.

The proposed Amendment No. 4 to the Professional Service Agreement amends the compensation and invoicing requiring the contractor to invoice the County on a quarterly basis a sum not to exceed \$100,000.00 per quarter, totaling \$400,000.00 for the proposed contract year.

In addition to the \$400,000.00, \$25,000.00 shall be made available to the contractor for reimbursement of expenditures directly related to providing resources or goods to assist consumers mitigate risks, and otherwise non-reimbursable social services for medically indigent Santa Fe County residents without which their social determinants of health would not be met.

An additional sum, not to exceed \$25,000.00 shall be made available tot the Contractor as a value-based purchasing incentive. The Contractor must show that by working in collaboration with the County and other Santa Fe County Health providers and practitioners contributing to the overall reduction in Santa Fe County. This measurement will be evaluated on a yearly basis (based on a calendar year) using the most current data provided by the New Mexico Death Data Bureau, Bureau of Vital records and Health Statistics (BVRHS). The amended scope of work and the deliverables require PMS to participate with the County and other health and social and social service providers, in a County – led data collection process to help track and address social determinants of health and the outcomes of navigation services, activities, utilize the designated CSD reporting screened and represent PMS at the monthly scheduled meetings. Continue the collaborative engagement with the County to address social determinants of health and specifically to help reduce the overall rate of suicide in Santa Fe County. A total sum compensation, not to exceed \$450,000 inclusive of NMGRT, and a total contract amount will be \$1,600,000.00.

#### **RECOMMENDATION**

Approval of Amendment No. 3 to the Professional Service Agreement No. 2015-0188-CSD/MM Between Santa Fe County and Presbyterian Medical Services, Extending the Term of the Agreement an Additional Year and Increasing the Compensation, inclusive of NM GRT for a Total Agreement Amount of \$4250,000, For The Operation of the Mobile Crisis Response Team, Granting the County Manager Authorization to Sign the Purchase Order.

**AMENDMENT NO. 4  
TO AGREEMENT BETWEEN SANTA FE COUNTY AND  
PRESBYTERIAN MEDICAL SERVICES**

**THIS AMENDMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between **Santa Fe County** (hereinafter the "County"), and **Presbyterian Medical Services**, (hereinafter the "Contractor").

**WHEREAS**, on April 28, 2015, the County and the Contractor entered into Agreement No. 2015-0188-CSD/MM (Agreement) to provide for the Contractor's implementation and operation of Mobile Crisis Response Team; and

**WHEREAS**, pursuant to amendments made by Amendment No. 3 to the Agreement, the term of the Agreement is due to expire April 1, 2019, and the County wishes to continue to benefit from the Contractor's services for another year; and

**WHEREAS**, the County Procurement Manager determines that the Contractor's services are not "professional services" as that term is defined in Section 13-1-76, NMSA 1978; therefore the term of this Agreement is not limited to a maximum of four years (see Section 13-1-150, NMSA 1978); and

**WHEREAS**, according to Article 15 (No Oral Modifications, Written Amendments Required) of the Agreement, amendments to the Agreement are required to be in writing and signed by the parties; and

**WHEREAS**, by this Amendment No.4 the parties wish to amend the Agreement to extend the term from April 1, 2019 to April 1, 2020, amend the Contractor's scope of services for the term of April 1, 2019 to April 1, 2020, and increase the compensation payable to the Contractor by the sum of \$425,000.00 for a not-to exceed sum of \$2,025,000.00.

**WHEREAS**, the County also wishes to require Contractor to coordinate Contractor's services with those of another of the County's independent contractors "Unite Us." Unite Us is a web-based platform that connects organizations in real time. It is a flexible platform that captures the necessary data and outcomes, enabling communities to continually improve service delivery, report quality measures, and use real outcome data to support gaps in services. Unite Us offers a case management or network care coordination software tool that can enable organizations to provide and manage services, collaborate, and transfer specific data either intra-organizationally or across a network of several participating organizations.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree to amend the Agreement as follows.

1. Article 1.E. (Scope of Work) insert the following: Follow up on referrals by phone or in person for at least three months to assure individuals have been appropriately referred to or are receiving necessary resources.

2. Article 1.F (Scope of Work) is deleted in its entirety [re-letter 1.G. through 1.K, respectively].
3. Article 1 (Scope of Work) insert the following as subparts “K” through “S”:
  - K. Screen for demographics and social needs of patients using categories and the screening tool (Appendix D).
  - L. Provide navigation services to resolve social needs identified through the screening tool that are related to housing, transportation, home energy needs, food security, and freedom from interpersonal violence.
  - M. Assure navigation participation in facilitated trainings offered by the County’s Community Services Department (CSD).
  - N. Assess clients’ social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance and also collect client demographic data, Emergency Room (ER) and jail data.
  - O. Deliver navigation services tailored to the individual’s priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.
  - P. Develop a primary navigation plan with the individual that sets appropriate goals related to social determinants of health.
  - Q. Identify community and social resources tailored to the individual’s needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a “warm hand-off.” Referrals will be complete if a sustained relationship has been verified by the individual service provider and documented by the navigator.
  - R. Using Unite Us, provide the Community Services Department with quarterly data on the social determinants of health, demographics, and ER and jail utilization of clients served. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served. Share aggregate and non-medical or information that is not protected health information with other navigation partners and CSD.
  - S. Participate in Accountable Health Community activities, including attending director level stakeholder meetings (as well as membership on the Accountable Health Community Advisory Committee);

navigator and client participation in work groups as needed to support collaboration and provider alignment; and participation in public awareness, outreach and communication regarding activities of the Accountable Health Community.

4. Article 1 (Scope of Work), delete all the provisions under **Measurable Outcomes**.
5. Article 1 (Scope of Work), delete all the provisions under **Deliverables** and replace with:

#### **DELIVERABLES**

1. A written report by the 15<sup>th</sup> of April, August, December, 2019 and April 1, 2020. Each quarterly report will detail:
  - a. The number of calls received by Contractor's Mobile Crisis Response Team.
  - b. The average response time for calls made to the Mobile Crisis Response Team.
  - c. The number of clients provided follow up services through the Contractor's Community Guidance Center.
  - d. The number of referral of clients to other agencies.
  - e. The number of callers diverted from the ER.
  - f. The number of clients diverted from detention facilities.
  - g. The screening results for social determinants of health, bench marks achieved in the navigation plan, and amount of funds expended in categories as provided in the Emergency Funds Protocol and Contractor Invoice (Appendix E).
2. A final annual report that is a year-end summary containing all data described in the quarterly reports above.
6. Article 1 (Scope of Work), **Additional Deliverables**, a subparagraph 6) is inserted to read:
  - 6) Pursuant to Amendment No. 4 that extends the term of this Agreement to April 1, 2020, the total compensation payable on a reimbursement basis to the Contractor for the performance of all Scope of Services and Deliverables during the term of April 1, 2019 to April 1, 2020, shall not exceed \$425,000.00, inclusive of NM GRT. The total compensation payable to the Contractor for the term of this Agreement shall not exceed **\$2,025,000.00**, inclusive of NM GRT.
7. Article 3.A. (Compensation, Invoicing and Set-Off), subpart 6) and 7) are inserted to read:
  - 6) Pursuant to Amendment No. 4, for services provided from April 1, 2019 to April 1, 2020, Contractor will invoice the County quarterly a sum not-to-exceed \$100,000.00 per quarter, totaling \$400,000.00, inclusive of

NM grt. Contractor's invoices shall include a detailed status report for all activities listed in Article 1 (Scope of Work and Deliverables).

7) Pursuant to Amendment No. 4, for services provided from April 1, 2019 to April 1, 2020, a reimbursement of no more than \$25,000.00 is available to reimburse Contractor for expenditures made that directly relate to providing resources or goods that help clients mitigate risks, and to reimburse Contractor for otherwise non-reimbursable social services for medically indigent County residents without which their social determinants of health would not be met, or, services provided would not be effective. These expenses will be reimbursed based on the County's Protocol (Appendix E). Any funds paid pursuant to this Agreement may only be utilized by the Contractor after all other resources of revenue have been sought and exhausted.

8. Article 4 (Effective Date and Term), fourth sentence, the phrase "for a period not-to-exceed April 28, 2019" deleted.

9. Article 4. (Effective Date and Term) is amended by adding a subparagraph b) to read as follows:

b) By Amendment No. 4 the term of this Agreement is extended from April 1, 2019 to April 1, 2020.

10. Article 23 (**Notices**) is amended by deleting the name and address for the County's point of contact in its entirety and replace with:

Santa Fe County  
Attn: Rachel O'Connor, Director  
Santa Fe County Community Services Department  
2052 Galisteo St., Santa Fe 87505

11. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2, 3 and this Amendment No. 4, shall remain in full force and effect.

12. For purposes of the effective date of the Contractor's Scope of Services under this Agreement, the Amendments described herein shall be effective April 1, 2019.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date of last signature below.

**SANTA FE COUNTY**

\_\_\_\_\_  
Anna T. Hamilton, Chair  
Board of County Commissioners of Santa Fe County

**ATTESTATION:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
R. Bruce Frederick  
Santa Fe County Attorney

\_\_\_\_\_  
Date

Finance Department

\_\_\_\_\_  
Erika D. Thomas  
Interim Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name and title)







